

INTERAGENCY SERVICE AGREEMENT
BETWEEN
ARIZONA STATE PARKS BOARD
AND
ARIZONA DEPARTMENT OF TRANSPORTATION

I. AUTHORITY

This Agreement is entered into pursuant to A.R.S. §35-148, as amended, by and between the Arizona State Parks Board, hereinafter referred to as the *ASPB* and the Arizona State Department of Transportation, hereinafter referred to as the *ADOT*. The above referenced Interagency Service Agreement, hereinafter referred to as the Agreement.

II. PURPOSE:

The Intermodal Surface Transportation Efficiency Act of 1991 includes the National Recreation Trails Fund Act which provides funds to be used for the development and maintenance of motorized and non-motorized recreational trails. Additionally, these funds can be utilized for education and administration. The Arizona State Parks Board has been allocated \$270,235 for FY 1996 and \$269,922 for FY 1997 for a total of \$540,157.

III. ADOT RESPONSIBILITIES:

- A. Allocate funding of \$540,157.00 for the administration of the National Recreational Trail Fund Act (NRTFA) Program.
- B. Transfer all NRTFA monies received from Federal Highway Administration (FHWA) through ADOT specifically for purposes of eligible trails, education, and administration purposes.
- C. Reimburse ASPB within 30 days after receipt and approval of invoices, in a total amount not to exceed \$540,157.00.

IV. STATE PARK RESPONSIBILITIES:

- A. ASPB shall expend the monies according to the following formula:
 - 1. Administration and Education--Allocation for these costs will be expended in the following areas:

Salaries, travel, advisory board expenses, training, and educational material development, and other federally allowable administrative and education costs. (See (A)(2)(e) and (f) for these figures.)

2. Trail Projects--Projects description and allocations are as follows:

- a. Kartchner Caverns State Park: \$142,602
The non-motorized portion of the NRTFA monies contribute to the construction of the subterranean trail. The trail's preliminary estimated costs is \$1.1 million.
- b. Great Western Trail (GWT): \$237,670
The motorized and the diversified-motorized portions of the NRTFA allocation will be used for projects along the 800-mile Arizona segment of this trail. Projects scope will include: signing, staging/camping areas, stabilization, and wayside exhibits. GWT use is non-exclusive and is used primarily by groups using high-clearance vehicles, 4x4s/sport utility vehicles, mountain bicycles and ATVs.
- c. Arizona Trail and State Trails System: \$ 95,068
The diversified non-motorized monies will be used as follows: 1) trailhead signs, trail signs and registration boxes on the Arizona Trail, and 2) educational signing, etiquette signing, and State Trails System decals on the 600 trails throughout the State Trails System.
- d. Other Projects: As other eligible projects become available or it becomes necessary to adjust existing project(s) and allocations, monies may be reallocated accordingly.
- e. Education: \$ 27,007
- f. Administration: \$ 37,810

3. No more often than monthly, invoice the ADOT for the reasonable direct actual costs incurred on the projects, in a total amount not to exceed \$540,157.00.

- B. Contributions authorized for use by the ASPB, which are not spent or obligated for project(s) approved under this Agreement, will be refunded to the ADOT or authorized for use for new projects as agreed with by the ADOT.
- C. Project Manager is the Trails and Off-Highway Vehicle (OHV) Grant Program Coordinator, Partnership Division/Grants Section, 1300 W. Washington, Phoenix, AZ 85007, (602) 542-7130.

V. FINANCING AND MAINTAINING BUDGET:

- A. ADOT has allocated to Arizona State Parks Board \$270,235 for FY 1996 and \$269,922 for FY 1997 for a total of \$540,157.

- B. Funds may not presently be available for performance under this contract beyond the current fiscal year. No legal liability on the part of the ADOT for any payment may arise under this contract beyond the current fiscal year until funds are made available for performance of this contract. The ADOT will make reasonable efforts to secure such funds.

VI. DURATION:

This Agreement is executed as of the last date shown below and expires on the December 31, 2001; at which time, the Agreement will be subject to review, renewal, or expiration.

VII. TERMINATION AND DISPOSING OF PROPERTY, IF ANY:

- A. This Agreement may be terminated by either party upon 60-days prior written notice to the other of its intention to terminate. The Agreement will automatically terminate upon completion to the satisfaction of both parties of all provisions.
- B. Improvements placed on eligible participant's property, at the direction of either of the parties to this Agreement, shall thereupon become the property of the eligible participant and shall be subject to the same regulations and administration of the parties of this Agreement.

VIII. MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

- A.. Modifications within the scope of this Agreement shall be made by mutual consent of the parties, by the issuance of a written modifications, signed and dated by both parties, prior to any changes being performed. The ADOT is not obligated to fund any changes not properly approved in advance.
- B. This Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. Cancellation by Governor: The Governor of the State of Arizona may cancel this Amendment without penalty or further obligation pursuant to A.R.S. §38-511 (Conflict of Interest).
- D. Civil Rights Assurance: During the performance of this Amendment, the parties agree to abide by the terms of Executive Order 11246 and Executive Order 75-5 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The parties will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin. (Title VI. Civil Rights Act of 1964. 42 U.S.C. C.2000d.1.)
- E. Limitations: Nothing in this Amendment shall be construed as limiting or expanding the statutory responsibilities of parties in performing functions beyond those granted to them by law; or as requiring the parties to expend any sum in excess of its respective regulations of the State of Arizona.
- F. Maintaining and Producing Records: Pursuant to A.R.S. §35-214, the parties shall retain, and shall require all of its subcontractors to retain for inspection and audit by the State all books, accounts, reports, files, and other records

relating to the bidding and performance of this contract for a period of five years after its completion. Upon request by either party, a legible copy of all such records shall be produced at the administrative office of the State Auditor. The original of all such records shall also be available and produced for inspection and audit when needed to verify the authenticity of a copy.

G The parties agree to use arbitration to the extent required by A.R.S. §12-1518.

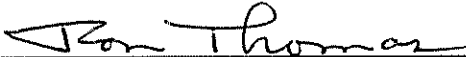
IX. NOTICES

All notices shall be mailed or delivered to the party to receive such notice to the following address:

To ASPB:
Business Services Unit
Arizona State Parks
1300 W. Washington, Room 220
Phoenix, AZ 85007
PN: (602) 542-6937
FX: (602) 542-4180

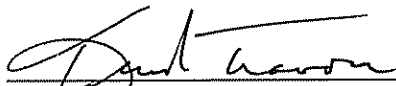
To ADOT:
Jack Hammitt
Arizona Dept. of Transportation
Contract Administrator
205 S. 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
PN: (602) 255-8369
FX: (602) 255-7424

This Agreement will be effective upon the date of the final signatures of the parties hereto:


PETER L. ENO, CONTRACT ADMINISTRATOR
DEPARTMENT OF TRANSPORTATION
205 S. 17th Avenue, Mail Drop 616E
Phoenix, AZ 85007
(602) 255-8040

9/12/97

Date


KENNETH E. TRAVOUS, Executive Director
ARIZONA STATE PARKS
1300 W. Washington
Phoenix, AZ 85007
(602) 542-4174

9/19/97

Date